



## Indiana Teachers' Retirement Fund

---

150 West Market Street, Suite 300  
Indianapolis, IN 46204-2809

Telephone: (317) 232-3860  
Toll-Free: (888) 286-3544  
FAX: (317) 232-3882  
TTD: (317) 233-3306

Home Page: [www.in.gov/trf](http://www.in.gov/trf)  
E-mail: [trf@trf.in.gov](mailto:trf@trf.in.gov)

May 15, 2006

### **Request for Proposal (RFP):**

#### **Printing Services**

The Indiana State Teachers' Retirement Fund (TRF) desires a qualified firm to provide printing services to the Fund. Specific printing requests would include: retirement application, fiscal report, annual report, letterhead, business envelopes, business cards, *Primer* newsletter, quarterly statements, employer newsletter. Responsibilities also include recommendations regarding possible improvements to printing services.

This request for proposal is intended to publicize the availability of contracting opportunities for services described herein. The Indiana State Teachers' Retirement Fund creates no obligation, expressed or implied, by issuing this RFP or by receipt of any responses submitted pursuant hereto. The award of any contract(s) as a result of this RFP shall be at the sole discretion of TRF. Neither this RFP nor any response ("proposal") submitted hereto are to be construed as a legal offer.

The RFP is available on May 15, 2006 and responses will be due by 3:00PM on June 7, 2006. An RFP is available on our website at [www.in.gov/trf](http://www.in.gov/trf), by calling Amy Maynard at (888) 286-3544, or by writing TRF, Attn: Amy Maynard, 150 West Market St., #300, Indianapolis, IN 46204.

# **Indiana Teachers' Retirement Fund**

## **Request for Proposal (RFP)**

### **Printing Services**

## **SECTION ONE**

### **GENERAL INFORMATION**

#### **1.1 INTRODUCTION**

The Indiana State Teachers' Retirement Fund (hereinafter known as TRF) requires a Contractor to provide printing services as it relates to their communications regarding TRF. It is the intent of TRF to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document.

#### **1.2 DEFINITIONS AND ABBREVIATIONS**

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

Board	Board of Trustees of TRF.
IAC	The Indiana Administrative Code.
IC	The Indiana Code.
Installation	The delivery and physical setup of products or services requested in this RFP.
Products	Tangible goods or manufactured items as specified in this RFP.
Proposal	An offer as defined in IC 5-22-2-17.
Respondent	An offeror as defined in IC 5-22-2-18.
Services	Work to be performed as specified in this RFP.
State agency	An office of the Executive Branch of the Government of the State of Indiana.
TRF	Indiana State Teachers' Retirement Fund
Vendor	Any successful respondent selected as a result of the procurement process to deliver the products and services requested by this RFP.

### 1.3 PURPOSE OF THE RFP

The purpose of this RFP is to solicit proposals for a contractor to provide an printing services. Specific printing responsibilities include:

Retirement Application – 5,000 copies, approximately 24 pages, front and back cover should be 4 color process on 80# paper, rest of the document should be black/white on 60# paper, two staple bound.

Fiscal Operations Report – 25 copies, approximately 50 pages, front and back cover should be on 60# paper, most of this document is color, spiral bound.

Annual Report – 25 copies, approximately 50 pages, front and back cover should be on 60# paper, most of this document is color, spiral bound.

Employer Handbook – 375 copies, approximately 50 pages, front and back cover should be on 60# paper with a 4 color process, spiral bound

Member Handbook – Approximately 5,000 copies, approximately 50 pages, front and back cover should be on 60# paper with a 4 color process, spiral bound

Letterhead – approximately 50,000 copies a year on linen stock, 4 color process.

TRF Logo Folders – approximately 1,000 shiny folders with our logo printed on the folder

ASA brochure – approximately 10,000 copies a year, approximately 20 pages, 4 color process, 9 x 4 folded pamphlet with staple bound center, 60# paper.

Envelopes – approximately 50,000 copies a year, logo needs printed with 4 color process.

Business Cards – approximately 20 employees needing 250 business cards, color process on linen stock, raised print.

Primer Newsletter – approximately 125,000 copies, twice a year, 4 page color process on 60# paper, file sent with address, mailing and postage should be included in this price.

Quarterly Statements – approximately 90,000 copies, four times a year, file sent with data information, black and white print, 2-3 inserts included in this mailing also black and white copies on color paper, mailing and postage should be included in this price.

Employer Newsletter – approximately 400 copies, twice a year, 4 page color process, file sent with address, mailing and postage should be included in this price.

Monthly Checks – approximately 40,000 per month, full page( 8 ½ X 11) printed on paper approved by TRF's bank. The bottom third of the page would be the check, which is printed black print on a red and blue "pattern. The printer would need the ability to print the bank MICOR line at the bottom of the check to our bank's specifications. A proof must be approved by our bank.

Weekly Refund Checks - approximately 25-100 per week, full page( 8 ½ X 11) printed on paper approved by TRF's bank. The bottom third of the page would be the check, which is printed black print on a red and blue "pattern. The printer would need the ability to print the bank MICOR line at the bottom of the check to our bank's specifications. A proof must be approved by our bank.

Responsibilities also include recommendations regarding possible improvements.

The Fund's printing firm is Personix, 2307 Directors Row, Indianapolis, Indiana 46241.

## General Facts about TRF:

TRF is a trust fund established by law to provide pension and disability benefits to its members and their beneficiaries. Members of the Fund include licensed and regularly employed public school teachers, administrators and employees of the Fund.

Number of Active Members = 75,923

Number of Vested Inactive Members = 5,243

Number of Non-Vested Inactive Members = 32,059

Number of Retirees and Beneficiaries = 38,512

### 1.4 SCOPE OF THE RFP

This document contains the following information that may be useful to anyone wishing to submit a proposal:

Section One: A general description of many factors affecting the proposal process.

Section Two: Specific information covering proposal procedures.

Section Three: A description of the products and services to be provided by any successful respondent.

Section Four: A description of the required format and subject content of any acceptable proposals offered in response to this document.

Section Five: A general discussion of the method that will be used by an evaluation team in selecting a respondent to recommend to TRF officials with whom to enter contract negotiations.

Appendices: Details supporting this basic RFP document.

### 1.5 ISSUING OFFICE

In accordance with Indiana statutes governing the administration of TRF, the Board has issued this RFP. The staff of TRF has prepared the content of the RFP. One copy of this RFP may be provided free of charge. A nominal fee may be charged for providing additional copies.

### 1.6 DUE DATE FOR PROPOSALS

All proposals must be received at the address below no later than 3 p.m. Eastern Daylight Savings Time on June 7, 2006. Each respondent must submit one original (marked "Original") and two (2) complete copies of the proposal, including the transmittal letter and other related documentation as required in this RFP. All proposals must be addressed to:

**Indiana Teachers' Retirement Fund**  
**Attn: Amy Maynard**  
**150 W. Market Street, Suite #300**  
**Indianapolis, IN 46204**  
Email: [amaynard@trf.in.gov](mailto:amaynard@trf.in.gov)

All proposal packages must be clearly marked with the respondent company's name, due date, and time due. Any proposal received by TRF after the due date and time will not be considered. Any late proposals will be returned, unopened, to the respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

### 1.7 MODIFICATION OR WITHDRAWAL OF OFFERS

Responses to this RFP may be modified or withdrawn in writing or by fax notice received prior to the exact hour and date specified for receipt of proposals. The respondent's authorized representative may also withdraw the proposal in person, providing his or her identity is made known and he or she signs a receipt for the proposal. Proposals may not be withdrawn after the proposal due date and time has passed.

Modification to or withdrawal of a proposal received by the Procurement Division after the exact hour and date specified for receipt of proposals will not be considered. If it becomes necessary to revise any part of this RFP or if additional data is necessary for an exact interpretation of provisions of this RFP prior to the due date for proposals, a supplement will be posted by TRF on its website ([www.in.gov/trf](http://www.in.gov/trf)). If such addenda issuance is necessary, TRF reserves the right to extend the due date and time of proposals to accommodate such interpretations or additional data requirements.

#### 1.8 TYPE AND TERM OF CONTRACT EXPECTED

TRF will not entertain joint bids. TRF expects the term of any contract to be as stated in Section 3.3 of this RFP.

#### 1.9 CONTRACT OBLIGATIONS

Appendix 1 of this document is the form of the expected contract resulting from this RFP. Although TRF anticipates that any respondent submitting a proposal will provide the major portion of the products and services as requested, subcontracting by the respondent is acceptable in performing the requirements of this RFP. However, the respondent must obtain the approval of TRF before subcontracting any portion of the project's requirements. The respondent is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Any respondent's proposal must identify all subcontractors and outline the contractual relationship between the respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the respondent must be in compliance with all State of Indiana statutes and be subject to the provisions thereof. For each portion of the proposed products and services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the respondent and any or all subcontractors will be considered in TRF's evaluation. The respondent must furnish information to TRF as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by TRF. All subcontracts held by the respondent must be made available upon request for inspection and examination by appropriate TRF officials and such relationships must meet with the approval of the TRF.

#### 1.10 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.*, and, after the contract award, may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Indiana Public Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The respondent must also specify which statutory exception provision applies. TRF reserves the right to make determinations of confidentiality. If TRF does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the respondent. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, TRF will remove the proposal from consideration for award and return the proposal to the respondent. TRF will not determine prices to be confidential information.

#### 1.11 TRF OBLIGATIONS

TRF accepts no obligations for costs incurred by respondents in anticipation of being awarded a contract.

## 1.12 CONTRACT COMPONENTS

Any or all portions of this RFP and normally any or all portions of the respondent's response will be incorporated by reference as part of the final contract. Proprietary or confidential material submitted properly (see Section 1.10) will not be disclosed.

## 1.13 PROPOSAL LIFE

All proposals made in response to this RFP must remain open and in effect for a period of not less than sixty (60) days after the due date for proposals. Any proposal accepted by the State for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by TRF.

## 1.14 TAXES

TRF is exempt from federal, state, and local taxes. TRF will not be responsible for any taxes levied on the respondent as a result of the contract resulting from this RFP.

## 1.15 SECRETARY OF STATE REGISTRATION

In accordance with IC 5-22-16-4, before an out-of-state respondent can do business with TRF, the respondent must be registered with the Indiana Secretary of State. If an out-of-state respondent does not have such registration at present, the respondent should contact:

Secretary of State of Indiana  
Corporation Division  
402 West Washington Street, E018  
Indianapolis, IN 46204  
(317) 232-6576

for the necessary application form. It is each respondent's responsibility to register prior to the initiation of any contract discussions.

## 1.16 EQUAL OPPORTUNITY COMMITMENT

Compliance with state and federal regulations will be considered to be a demonstration of the respondent's responsiveness and responsibility. Failure to comply with these regulations may result in the determination of the respondent as non-responsive

## 1.18 DISCUSSION FORMAT

TRF reserves the right to conduct discussions, either oral or written, with those respondents determined by TRF to be reasonably viable to being selected for award. If discussions are held, TRF may request best and final offers.

The request for best and final offers may include:

- Notice that discussions are concluded.
- Notice that this is the opportunity to submit written best and final offers.
- Notice of the date and time for submission of the best and final offer.
- Notice that if any modification is submitted, it must be received by the date and time specified or it will not be considered.
- Notice of any changes in the TRF's requirements.

TRF reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of initial proposals received. Therefore, each proposal should contain the respondent's

best terms from a price and technical standpoint. TRF reserves the right to reopen discussions after receipt of best and final offers if it is clearly in TRF's best interest to do so and the Board or their designee makes a written determination of that fact. If discussions are reopened, the State may issue an additional request for best and final offers from all respondents determined by the State to be reasonably susceptible to being selected for award.

Following evaluation of the best and final offers, TRF may select for negotiations the offers that are most advantageous to TRF, considering price or cost and the evaluation factors in the RFP.

TRF also reserves the right to conduct clarifications to resolve minor issues. If only clarifications are sought, best and final offers may not be requested. TRF retains sole authority to determine whether contact with respondents is for clarification or discussion.

#### 1.19 SUMMARY OF MILESTONES

The following timeline is intended to illustrate the expected time line for the RFP.

<u>ACTIVITY</u>	<u>COMPLETION DATE</u>
RFP published/released	May 15, 2006
Respondent's inquiry period begins	May 15, 2006
Respondent inquiry period ends	May 26, 2006
Answers to inquiries transmitted	May 31, 2006
Proposals due	June 7, 2006
Notice of discussions*	
Discussions*	
Recommendation to the Board	June Board meeting
Notify selected respondent	Within one week after Board meets
Contract signed by respondent*	July 2006

*\* These dates are subject to the determination of the need for discussions. If discussions are not required, the process could reach a completion date at least four weeks earlier than the listed date for contract signature.*

## **SECTION TWO**

### **PROPOSAL PROCEDURES**

#### **2.1 PRE-PROPOSAL CONFERENCE**

It is the decision of TRF that no pre-proposal conference is required for this RFP.

#### **2.2 INQUIRIES ABOUT THE RFP**

All inquiries and requests for information affecting this RFP must be submitted in writing to:

Indiana Teachers' Retirement Fund  
Attn: Amy Maynard  
150 West Market Street, Suite #300  
Indianapolis, IN 46204  
Email: [amaynard@trf.in.gov](mailto:amaynard@trf.in.gov)

No later than 3 p.m. Eastern Standard Time on June 7, 2006. Inquiries may also be submitted via fax (317-233-3957) and must be received by TRF by the time and date indicated above. TRF reserves the right to judge whether any questions should be answered in writing and copies will be distributed to all prospective respondents who are known to have received a copy of the original RFP. Only answers signed by the Board or designee will be considered official and valid by TRF. No negotiations, decisions, or actions shall be initiated by any respondent as a result of any verbal discussion with any TRF or state employee.

Except as provided above, inquiries are not to be directed to any Board or TRF staff members. Such action may disqualify respondent from further consideration for a contract as a result of this RFP.

#### **2.3 PROPOSAL SUBMISSION**

One original and two (2) copies of each proposal must be received by TRF on or before the due date and time for proposals as specified. Each copy of the proposal must follow the format indicated in Section Four of this document. Unnecessarily elaborate brochures or other presentations, beyond that sufficient to present a complete and effective proposal, are not desired.

#### **2.4 POST-PROPOSAL DISCUSSION**

See Paragraph 1.18 for procedures regarding post-proposal discussions.

#### **2.5 CONTRACT NEGOTIATIONS**

After recommendation of a selected respondent by appropriate officials of TRF, contract negotiations will commence. The contract will be based primarily on the required clauses of TRF as indicated in the TRF contract as appears in Appendix 1 of this document; secondly, on those required clauses by the respondent that are acceptable to TRF; and, additionally, on any desirable clauses that either party would like to incorporate into the contract. If at any time contract negotiation activities are judged to be ineffective by the Board, TRF will cease all activities with that respondent and begin contract negotiations with the next highest ranked respondent. This process may continue until either both the respondent and TRF execute a completed contract or TRF determines that no acceptable alternative proposal exists.



## 2.6 REFERENCE SITE VISITS

TRF may request a site visit to a respondent's working support center to aid in the evaluation of the respondent's proposal.

## 2.7 PROPOSAL AND PERFORMANCE BOND

A proposal bond in the amount of **NOT REQUIRED FOR THIS RFP** is required to guarantee the financial stability of the company and to guarantee that the respondent is willing to sign a contract with TRF. The original proposal bond must be included with the original proposal; photocopies of the bond are to be included in the copies of the proposal. Proposal bonds will be returned after the contract has been fully executed with the selected respondent or if it is necessary to cancel the procurement. Proposal bonds must be submitted in the form of a cashier's check, certified check, or surety bond. If the surety bond is executed, the surety company must be authorized to do business in the State of Indiana as approved by the Indiana Department of Insurance. This surety must be made payable to "Indiana State Teachers' Retirement Fund" and may be cashed by TRF if the selected respondent fails to enter into a contract with TRF if selected by the TRF to do so.

A respondent shall forfeit the proposal bond if the respondent is selected and fails to sign a contract within 14 days from receipt of a final contract document or the respondent is selected and cannot obtain the operational performance bond (if required) within 10 days of contract signing.

Either of the above time frames may be extended by TRF.

A performance bond in the amount of **NOT REQUIRED FOR THIS RFP** will be required to guarantee the performance of the selected respondent after the contract is signed. The performance bond, which is due within 10 calendar days after the execution of the contract, must be made payable to "Indiana State Teachers' Retirement Fund" and must be in the form of a certified check, cashier's check, or a bond acquired from a surety company registered with the Indiana Department of Insurance. The bond must remain in effect for the duration of the contract. Notwithstanding any other provisions relating to the beginning of the term, the contract shall not become effective until the Performance bond required by the contract is delivered in the correct form and amount to TRF.

Respondents wishing the return of a proposal or performance bond should attach a self-addressed envelope. The requested document will be returned as soon as possible after the award (proposal bond) or upon successful completion of the contract (performance bond). Bonds not claimed may be destroyed upon successful completion of the contract.

# SECTION THREE

## REQUESTED PRODUCTS/SERVICES

### 3.1 PURPOSE

The purpose of this RFP is to solicit proposals for a contractor to provide printing services to TRF. The specific printing responsibilities include: retirement application, fiscal report, annual report, letterhead, business cards, *Primer* newsletter, quarterly statements, employer newsletter. Responsibilities also include recommendations regarding possible improvements.

### 3.2 OVERVIEW OF PRESENT METHODS

### 3.3 LENGTH OF CONTRACT

The term of this contract shall be for the period of time needed to fully perform the terms and conditions of the contract beginning with final d approval of contract. There may be renewals.

### 3.4 PRICING

TRF requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date.

### 3.5 AMERICANS WITH DISABILITIES ACT

The respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

## SECTION FOUR

### PROPOSAL PREPARATION INSTRUCTIONS

#### 4.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is documented in this section. All respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the respondent's proposal or the proposal may be rejected.
- The transmittal letter should be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- TRF may, at its option, allow all respondents a five-calendar-day period to correct errors or omissions to their proposals. Should this necessity arise, TRF will contact each respondent affected. Each respondent must submit written corrections to the proposal within five calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected. Major errors or omissions, such as the failure to include prices, will not be considered by TRF as a minor error or omission and may result in disqualification of the proposal from further evaluation.

#### 4.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

##### 4.2.1 Summary of Ability and Desire to Supply the Required Products and Services

The transmittal letter must briefly summarize the respondent's ability to supply the requested products and services that meet the application requirements defined in Section Three of this RFP. The letter must also contain a statement indicating the respondent's willingness to provide the requested products and services subject to the terms and conditions set forth in the RFP including, but not limited to, TRF's mandatory contract clauses and submission of a proposal bonds, if any.

##### 4.2.2 Summary of Milestones

Dates of milestone events, if any must be summarized.

#### 4.2.3 Summary of Charges

A summary of the pricing and estimated charges must be included in this section.

#### 4.2.4 Proposal Life

A statement must be included that indicates the length of time during which TRF may rely on all proposal commitments. TRF requires that this period of time not be less than 180 days from the due date for submission of proposals. Any proposal accepted by TRF for the purpose of contract negotiations must remain as committed through the contract negotiation period.

#### 4.2.5 Signature of Authorized Representative

A person authorized to commit the respondent to its representations must sign the transmittal letter. Such person's authority to so act must be consistent with the information contained in Section 4.3.9 of this RFP.

#### 4.2.6 Other Information

This item is optional. Any other information the respondent may wish to briefly summarize will be acceptable.

### 4.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional."

#### 4.3.1 General

This optional section of the business proposal may be used to introduce or summarize any information the respondent deems relevant or important to the State's successful acquisition of the products and services requested in this RFP.

#### 4.3.2 Respondent Company Structure

The legal form of the respondent's business organization, the state in which incorporated (if a corporation), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and services in the United States must be described in more detail than other components of the organization.

#### 4.3.3 Company Financial Information

This section should include the respondent's income statement and a balance sheet for each of the two most recently completed fiscal years. These documents must be signed or attested to by a Certified Public Accountant. If the organization includes more than one product division, separate financial statements must be provided for the division responsible for the development and marketing of the requested products and services.

#### 4.3.4 Facilities and Resources

The respondent should include information with regard to the organization's resources that it deems advantageous to the successful provision of the requested products and services. This might include management capabilities and experience, technical resources, and operational resources not directly assigned to this project, but available if needed.

#### 4.3.5 Required Clauses

Indiana law or Board Resolutions requires the inclusion of certain language in all contracts. Also, the nature of the products and services requested in this RFP may present a need for the inclusion of certain commitments in any contract resulting from this RFP. Appendix 1 of this document contains a sample contract that could be similar to the one resulting from this RFP. Some clauses within the sample contract are mandatory and other clauses are desirable to TRF. NOTE: Those clauses that are mandatory are as follows: The following are the clauses, based on the standard professional services contract, that TRF considers mandatory.

- Compliance with Laws
- Conflict of Interest/Ethics
- Drug-free workplace provision
- Drug-free workplace certification
- Duties of contractor, rate of pay, and terms of contract
- Governing Laws
- Indemnification
- Non-collusion and Acceptance
- Non-discrimination clause

Respondents should review these clauses in detail because a specific agreement to these clauses is required in the Transmittal Letter. If a respondent wishes to suggest alternative wording for one or more of these mandatory clauses without changing the intent, these suggestions may, at the respondent's option, be documented in this section of the Business Proposal. The respondent's suggested language will be considered by TRF during the contract negotiation process. TRF's willingness to consider alternative language does not change the requirement that the respondent agree in the Transmittal Letter to the acceptance of TRF mandatory clauses as written.

Appendix 1 may also include a number of desirable clauses that TRF seeks to include in any contract resulting from this RFP but which it does not consider mandatory. For each of these desirable clauses, the respondent should either indicate that the desired clause is acceptable as worded; suggest specific alternative wording to address issues raised by the specific clause; or indicate the desired clause is unacceptable and state why. Any language required by a respondent that is unacceptable to TRF may lead to the rejection of that respondent's proposal.

#### 4.3.6 Pricing and Charges

TRF requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date as well as any extensions agreed to in the course of contract negotiations.

#### 4.3.7 References

The respondent should include a list of at least five (5) clients for whom the respondent has provided products and services that are the same or similar to those products and services requested in this RFP. Any state government or pension fund for whom the respondent has provided these products and services should be included; also to be included should be clients with locations near Indianapolis, as site visits may be arranged. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information. The more similar the referenced products and services are to those requested in this RFP, the greater weight will be attached to the references in the State's evaluation process.

#### 4.3.8 Registration to do Business

Respondents proposing to provide the products and services required by this RFP are required to be registered to do business within the state by the Indiana Secretary of State. The address contact information for this office may be found in Section 1.15 of this RFP. This process must be concluded prior to contract negotiations with TRF. It is the successful respondent's responsibility to complete the required registration with the Secretary of State. The respondent must indicate the status of registration, if applicable, in this section of the proposal.

#### 4.3.9 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

#### 4.3.10 Bonds

This section will indicate the respondent's inclusion of the mandatory proposal bond and ability to procure the mandatory performance bond. See Section 2.7 for details regarding proposal and performance bonds.

Notwithstanding any other provisions relating to the beginning of the term, any contract will not become effective until the performance bond, if required by the contract, is delivered in the correct form and amount to the address indicated in Section 2.7.

#### 4.3.11 Subcontractors

The respondent must list any subcontractors that are proposed to be used in providing the required products and services. The subcontractor's responsibilities under the proposal, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal.

#### 4.3.12 Respondent Contract Requirements

This section is optional. If the respondent wishes to include any language other than that discussed in the Business Proposal, this language should be included in this section. For each clause included in this section, the respondent should indicate that the clause is required by the respondent in any contract resulting from this RFP and why it is required (if the required clause is unacceptable to TRF, the respondent's proposal may be considered unacceptable) or indicate that the clause is desired (but not required) by the respondent in any contract resulting from this RFP.

## **SECTION FIVE**

### **PROPOSAL EVALUATION**

#### **5.1 PROPOSAL EVALUATION PROCEDURE**

TRF has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated below.

The procedures for evaluating the proposals against the evaluation criteria may be summarized as follows:

- 5.1.1 Each proposal will be evaluated for form on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements will normally be eliminated from consideration. Respondents should note that agreement to the TRF's mandatory contract clauses is required in the Transmittal Letter and will be evaluated for such under the form category.
- 5.1.2 Each proposal will be evaluated on the basis of: costs to provide services, experience of the respondent in providing services, length of time in business, references, performance financial stability and viability of the respondents.
- 5.1.3 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to TRF, taking into account all of the evaluation factors, may be selected by TRF for further action, such as contract negotiations. If, however, TRF decide that no proposal is sufficiently advantageous to TRF, TRF may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the respondent, TRF may begin contract preparation with the next qualified respondent or determine that no such alternate proposal exists.

### **PROFESSIONAL/PERSONAL SERVICES CONTRACT**

This Contract ("this Contract"), entered into by and between The Indiana State Teachers' Retirement Fund (the "Fund" or "TRF") and \_\_\_\_\_ (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

#### **1. Duties of Contractor**

The Contractor shall provide the following services relative to this Contract:

#### **2. Consideration**

Remuneration under this contract will be paid pursuant to Exhibit A.

#### **3. Term**

This Contract shall be effective for a period of three (3) years. It shall commence on \_\_\_\_\_ and shall remain in effect through \_\_\_\_\_.

#### **4. Renewal Option**

This Contract may be renewed under the same terms and conditions, subject to the approval of the Board of Directors of TRF. The term of the renewed contract may not be longer than the term of the original contract.

## **5. Access to Records**

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by TRF or its authorized designees. Copies shall be furnished at no cost to TRF if requested.

## **6. Assignment; Successors**

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without TRF's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of TRF, provided that the Contractor gives written notice (including evidence of such assignment) to TRF thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

## **7. Audits**

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by TRF.

## **8. Authority to Bind Contractor**

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and certifies that this Contract is not subject to further acceptance by the Contractor when accepted by TRF.

## **9. Changes in Work**

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by TRF. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

## **10. Compliance with Laws**

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by TRF and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with TRF as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et. seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, TRF may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6 and 4-2-7.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify TRF of any such actions. During the term of such actions, the Contractor agrees that TRF may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and TRF decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that TRF may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC § 5-17-5.

G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for TRF. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with TRF.

H. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

I. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

## **11. Condition of Payment**

All services provided by the Contractor under this Contract must be performed to the Fund's reasonable satisfaction, as determined at the discretion of the undersigned TRF representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. TRF shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

## **12. Confidentiality of TRF Information**

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of TRF.



### **13. Conflict of Interest**

A. As used in this section:

“Immediate family” means the spouse and the unemancipated children of an individual.

“Interested party,” means:

1. The individual executing this Contract;
2. An individual who has an interest of three percent (3%) or more of the Contractor, if the Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Department” means the Indiana Department of Administration.

“Commission” means TRF Ethics Commission.

- B. The Department may cancel this Contract without recourse by the Contractor if any interested party is an employee of TRF.
- C. The Department will not exercise its right of cancellation under section B, above, if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by TRF of the interested party does not violate any statute or rule relating to ethical conduct of TRF employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.
- D. The Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of TRF. The obligation under this section extends only to those facts that the Contractor knows or reasonably could know.

### **14. Debarment and Suspension**

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, attorney or paralegal providing services to TRF, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all lawyers receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify TRF if any lawyer providing services under this contract becomes debarred or suspended, and shall, at the Fund’s request, take all steps required to terminate work to be performed by such person under this Contract.

### **15. Default by TRF**

If TRF, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

### **16. Disputes**

- A. Should any disputes arise with respect to this Contract, the Contractor and TRF agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by TRF or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

TRF may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by TRF to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract. herein.

The parties may mutually agree to submit the dispute to arbitration or mediation for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

#### **17. Drug-Free Workplace Certification**

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to TRF within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in TRF of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with TRF for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying TRF in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

## **18. Force Majeure**

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

## **19. Funding Cancellation**

When the Director of the Office of Management and Budget makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

## **20. Governing Laws**

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

## **21. Indemnification.**

The Contractor agrees to indemnify, defend, and hold harmless TRF, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. TRF shall **not** provide such indemnification to the Contractor.

## **22. Independent Contractor**

Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees. The Contractor will also ensure that all lawyers providing services under this contract have adequate malpractice insurance.

## **23. Key Person(s)**

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, TRF shall have the right to terminate this Contract upon thirty (30) days prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of TRF.
- C. Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are \_\_\_\_\_

## **24. Licensing Standards**

The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. TRF shall not be required to pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification or accreditation, the Contractor shall notify TRF immediately and TRF, at its option, may immediately terminate this Contract.

## **25. Merger & Modification.**

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

## **26. Nondiscrimination**

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

## **27. Notice to Parties**

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to TRF shall be sent to:

General Counsel  
Indiana State Teachers' Retirement Fund  
150 West Market St., #300  
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

**(Include contact name and/or title, name of vendor, specific address.)**

C. As required by IC 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of TRF.

## **28. Order of Precedence; Incorporation by Reference**

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) attachments prepared by TRF, (3) the RFQ, (4) Contractor's response to RFQ, and (5) attachments prepared by the Contractor. All of the foregoing are incorporated fully by reference. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

## **29. Ownership of Documents and Materials.**

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to TRF and all such materials will be the property of TRF. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of TRF, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by TRF and used to develop or assist in the services provided while the materials are in the possession of the

Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate and unrestricted access to the work product of the Contractor during the term of this Contract shall be available to TRF.

### **30. Reports**

The Contractor shall submit reports under this Contract to the Funds upon request, and in no event less than as of each month end. The report shall be written. The report shall be in a form agreed to between the Fund and Contractor.

At Funds' request and at mutually agreed upon times, Contractor shall meet with the Funds to review Contractor's performance. Contractor shall be available to answer questions by the Fund's General Counsel, Executive Director and Board members from time to time as needed without additional charge

### **31. Payments**

All payments shall be made in arrears in conformance with TRF fiscal policies and procedures and, as required by law. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract.

### **32. Penalties/Interest/Attorney's Fees**

TRF will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the Fund's failure to make prompt payment shall be based solely on the amount of funding originating from TRF and shall not be based on funding from federal or other sources.

### **33. Severability**

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

### **34. Substantial Performance**

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

### **36. Taxes**

TRF is exempt from most TRF and local taxes and many federal taxes. TRF will not be responsible for any taxes levied on the Contractor as a result of this Contract.

### **37. Termination for Convenience**

This Contract may be terminated, in whole or in part, by TRF whenever, for any reason, TRF determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. TRF will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

### **38. Termination for Default**

A. With the provision of thirty (30) days notice to the Contractor, TRF may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If TRF terminates this Contract in whole or in part, it may acquire, under the terms and in the manner TRF considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to TRF for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. TRF shall pay the contract price for completed supplies delivered and services accepted. The Contractor and TRF shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. TRF may withhold from these amounts any sum TRF determines to be necessary to protect TRF against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of TRF in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

### **39. Travel**

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by TRF and in accordance with TRF Travel Policies and Procedures. Out-of-state travel requests must be reviewed by TRF for availability of funds and for appropriateness per Circular guidelines.

### **40. Waiver of Rights**

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right.

### **41. Work Standard**

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If TRF becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, TRF may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

### **42. Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**In Witness Whereof**, Contractor and TRF have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

**(Contractor:)**

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

**(TRF):**

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_